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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Customer Number: 000201
Attorney Docket No.: C4007(C)
Applicant: Hage et al.
Serial No.: 09/650,134
Filed: August 29, 2000
FOR: COMPOSITION AND METHOD FOR BLEACHING A
SUBSTRATE
UNUS No.: Y2-0187-UNI

Group: 1751
Examiner: G. Delcotto

Edgewater, New Jersey 07020
September 10, 2001

TERMINAL DISCLAIMER TO OBVIATE A
DOUBLE-PATENTING REJECTION UNDER 37 C.F.R. SECTION 1.321(b)

Commissioner For Patents
Washington, D.C. 20231

Sir:

Your petitioner, Unilever Home & Personal Care USA, Division of Conopco, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York having a place of business at 33 Benedict Place, Greenwich, Connecticut 06830 represents that it is the assignee of record of the entire right, title and interest in the above-identified application Serial No.

09/650,134 by virtue of an assignment recorded on November 3, 2000 at Reel 11229, Frame 0426.

The undersigned being the attorney of record in the above-identified application is empowered to act on behalf of your petitioner and represents that he has reviewed the assignment which is attached, and to the best of his knowledge and belief certifies that title to the application is in said petitioner.

Your petitioner hereby disclaims the terminal part of any patent granted on the above-identified application which would extend beyond the expiration date of US. Patent 6,245,115 issued on June 12, 2001; U.S. Patent 6,242,409 issued on June 5, 2001 and any patents granted on pending applications Serial No. 09/649,668 filed on August 29, 2000; Serial No. 09/540,598 filed on March 31, 2000; Serial No. 09/650,135 filed on August 29, 2000; Serial No. 09/796,141 filed on February 28, 2001; Serial No. 09/795,810 filed on February 28, 2001; Serial No. 09/539,756 filed on March 31, 2000; Serial No. 09/796,210 filed on February 28, 2001; Serial No. 09/649,667 filed on August 29, 2000; Serial No. 09/741,392 filed on December 20, 2000; Serial No. 09/741,393 filed on December 20, 2000; Serial No. 09/741,394 filed on December 20, 2000 and Serial No. 09/741,395 filed on December 20, 2000.

Petitioner agrees that any patent so granted on said above-identified application Serial No. 09/650,134 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to US. Patent 6,245,115 issued on June 12, 2001; U.S. Patent 6,242,409 issued on June 5, 2001 and any patents granted on pending applications Serial No. 09/649,668 filed on August 29, 2000; Serial No. 09/540,598 filed on March 31, 2000; Serial No. 09/650,135 filed on August 29, 2000; Serial No. 09/796,141 filed on February 28, 2001; Serial No. 09/795,810 filed on February 28, 2001; Serial No. 09/539,756 filed on March 31, 2000; Serial No. 09/796,210 filed on February 28, 2001; Serial No. 09/649,667 filed on August 29, 2000; Serial No. 09/741,392 filed on December 20, 2000; Serial No. 09/741,393 filed on December 20, 2000; Serial No. 09/741,394 filed on December 20, 2000 and Serial No. 09/741,395 filed on December 20, 2000. This disclaimer and agreement is to run with any patent granted on said above-identified application Serial No. 09/650,134 and is to be binding upon the grantee, its successor or assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application Serial No. 09/650,134 prior to the expiration date of the full statutory term of US. Patent 6,245,115 issued on

June 12, 2001; U.S. Patent 6,242,409 issued on June 5, 2001 and any patent granted on pending application Serial No. 09/649,668 filed on August 29, 2000; Serial No. 09/540,598 filed on March 31, 2000; Serial No. 09/650,135 filed on August 29, 2000; Serial No. 09/796,141 filed on February 28, 2001; Serial No. 09/795,810 filed on February 28, 2001; Serial No. 09/539,756 filed on March 31, 2000; Serial No. 09/796,210 filed on February 28, 2001; Serial No. 09/649,667 filed on August 29, 2000; Serial No. 09/741,392 filed on December 20, 2000; Serial No. 09/741,393 filed on December 20, 2000; Serial No. 09/741,394 filed on December 20, 2000 and Serial No. 09/741,395 filed on December 20, 2000 in the event that such US. Patent 6,245,115 issued on June 12, 2001; U.S. Patent 6,242,409 issued on June 5, 2001 and such patents on Serial No. 09/649,668 filed on August 29, 2000; Serial No. 09/540,598 filed on March 31, 2000; Serial No. 09/650,135 filed on August 29, 2000; Serial No. 09/796,141 filed on February 28, 2001; Serial No. 09/795,810 filed on February 28, 2001; Serial No. 09/539,756 filed on March 31, 2000; Serial No. 09/796,210 filed on February 28, 2001; Serial No. 09/649,667 filed on August 29, 2000; Serial No. 09/741,392 filed on December 20, 2000; Serial No. 09/741,393 filed on December 20, 2000; Serial No. 09/741,394 filed on December 20, 2000 and Serial No. 09/741,395 filed on December 20, 2000 later: expires for failure to pay a maintenance fee, is held unenforceable, is

found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims cancelled by a re-examination certificate, or is otherwise terminated prior to the expiration of its statutory term, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

UNILEVER HOME & PERSONAL CARE USA,
DIVISION OF CONOPCO, INC.



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Dated: September 10, 2001